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Union: **United Public Service Employees Union (UPSEU)**

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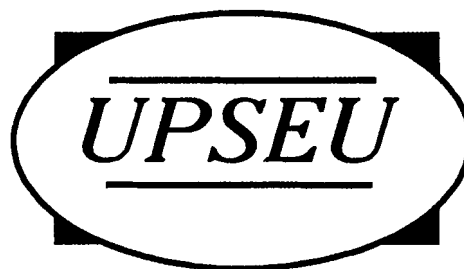
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COLLECTIVE BARGAINING AGREEMENT

By and Between

**East Moriches
Union Free School District**

and the



United Public Service Employees Union
3555 Veterans Highway, Suite H
Ronkonkoma, NY 11779

July 1, 2004 - June 30, 2007

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

AGREEMENT made and entered into July 1, 2004 by and between the BOARD OF EDUCATION, EAST MORICHES UNION FREE SCHOOL DISTRICT, (designated as the "Board") and UNITED PUBLIC SERVICE EMPLOYEES UNION on behalf of the Districts Paraprofessional Staff, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779 (designated as the "Union")

ARTICLE I **DEFINITIONS**

As used in this Agreement:

1. The term "Board" shall mean the Board of Education, East Moriches Union Free School District, East Moriches, New York.
2. The term "Union" shall mean the United Public Service Employees Union.
3. The term "Member" shall mean all full and part-time Paraprofessional personnel. In this contract Para-Professional refers only to Teacher Aides.
4. The term "Supervisor" shall mean the position of Superintendent or other personnel so designated by the Superintendent to act on his behalf.

ARTICLE II **RECOGNITION**

Section A - The East Moriches Board of Education recognizes the United Public Service Employees Union, as sole and exclusive representative for the Paraprofessional employees of the District for the maximum time permitted under the Taylor Law.

Section B - United Public Service Employees Union, affirms that it does not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such strike.

ARTICLE III **DUES DEDUCTIONS**

Section A - The Board agrees to deduct from the salaries of its Paraprofessional employees dues for the Union as said employees individually and voluntarily authorize the Board to deduct, and to transmit the monies to the Union. Authorization shall be in writing in a form mutually agreed upon, with the Union accepting the responsibility for the collection and forwarding of these forms to the business office. UPSEU shall have the exclusive rights to payroll deductions for dues and Union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to UPSEU, 3555 Veterans Highway, Suite H, Ronkonkoma, NY, 11779.

Section B - The Union shall notify the Superintendent thirty (30) days prior to the beginning of the school calendar year, the amount of monies to be deducted upon submission of dues authorization form signed by the employee. Said amount shall be in equal bi-weekly installments.

Section C - The Union shall be solely responsible to account to the employees all disbursement of funds collected and shall indemnify and hold the School District harmless against all loss and liability, including, without limitation, all legal costs on account of any claim asserted by an employee relating to the collection, disbursement or purposed for which such dues collections may or shall be used.

Section D - The Board agrees that it shall not accord dues deduction or similar check-off rights to any other employee organization for those represented by this Union while duly elected representative of the employees identified in Article II.

Section E - AGENCY FEE

UPSEU shall have exclusive rights to payroll deductions of dues for employees covered by this agreement. Such dues shall be remitted to United Public Service Employees Union (UPSEU), 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779, on a payroll period basis. No other organization shall be accorded any payroll privileges for Union dues for this group except as provided by PERB.

The District shall notify all employees who are currently on the payroll within the titles covered by this Agreement that those employees who are not members of the Union shall have deducted from their salary an agency fee.

ARTICLE IV **ACCESS TO BOARD MINUTES**

The Union shall have access to all Board minutes and to the following data when in final form - Statement of General Fund Expenses Compared with Budget Appropriation, Statement of Revenue and Fund Balance - General Fund, Annual Proposed Budget and SBM Form. Such material will be made available upon written request to the Superintendent of Schools who shall provide such material within one (1) week of its request.

ARTICLE V **GRIEVANCE PROCEDURE**

Section A - LEVEL OF PROCEDURE:

STEP 1 - An employee having a grievance (filed within sixty (60) days of the date an employee should have had reasonable knowledge of its occurrence) of an alleged violation, misapplication or misinterpretation of this Agreement may discuss it with the Building Principal with the objective of resolving the matter. It shall not, however, include matters which are reviewable by New York State and/or the Suffolk County Civil Service Commission.

- STEP 2 -** If the aggrieved employee is not satisfied with the disposition of his/her grievance at Step 1, it shall be reduced to writing and presented to him, the Superintendent shall render a decision thereon, in writing, and present it to the employee.
- STEP 3 -** If the employee is still not satisfied, he/she may file said grievance with the Board of Education. Within twenty (20) school calendar days after receiving the written grievance, the Board, or its duly constituted committee, shall meet with the aggrieved person. The Board shall review all pertinent evidence, if any, and hear all oral argument. It shall render its decision no later than fifteen (15) school calendar days after such hearing. The employee shall have the right to have a UPSEU representative present throughout the grievance process.
- STEP 4 -** Should the Union disagree with the determination of the Board, it may submit the matter to the American Arbitration Association. The decision of the Arbitrator shall be advisory in nature. Both parties shall equally share in the cost associated with arbitration.

ARTICLE VI **OVERTIME**

- Section A -** Wages to be paid at the rate of time and one-half for all time worked in excess of forty (40) hours per week; double time will be paid for work on Sundays.
- Section B -** In the event of emergency closing(s) of school, Paraprofessional's shall not be required to report to work. Part-time Para-Professional's shall be paid the amount equivalent to their normal number of hours worked. Full-time Para-Professional's shall be paid consistent with past practice.

ARTICLE VII **SUPERINTENDENT CONFERENCE DAY**

On Superintendent Conference days Para-Professionals will be able to attend workshops at the discretion of the Superintendent.

ARTICLE VIII **PARA-PROFESSIONAL PERSONNEL FILES**

- A. Para-Professional Personnel Files shall be maintained in the District Office.
- B. Before new material is placed in said files, the Para-Professional shall be given a copy of said material and the opportunity to review it. All such materials will be kept in the District Office before filing in the Para-Professional's folder. The Para-Professional shall have the

opportunity to comment and sign said material, said signature shall indicate only that he/she has examined said material. The only exception to the foregoing shall be confidential employment references and college transcripts used to evaluate the Para-Professional for initial employment.

- C. The Para-Professional shall have the right to answer, in writing, any material in his or her file.
- D. Upon reasonable request by the Para-Professional, he or she shall be permitted to examine his/her file with the District Clerk.
- E. The Para-Professional shall be permitted to reproduce non-confidential material in his/her file.
- F. The Para-Professional shall have the right to have a representative of his/her choice present when he/she is reviewing his/her file.

ARTICLE IX **JURY DUTY**

All full-time employees summoned to attend Jury Duty or whose attendance required in Court as witness, or by subpoena, will not suffer a loss of pay or any payroll deductions in the number of days from sick leave. Jury reimbursement shall be returned to the District, except travel expenses.

ARTICLE X **SICK LEAVE**

Full-time employees shall receive one (1) sick day per month of employment. The maximum accumulation shall be 100 days.

ARTICLE XI **PERSONAL LEAVE**

Section A - Each unit employee shall receive two (2) personal leave days. There shall be no accumulation of such leave. Any unused personal days will be added to sick leave.

Section B - Personal leave is defined as such personal matters which cannot normally be attended to at other times and shall not be used as an extension of absences already provided for in other sections of this contract except with the approval of the Superintendent of Schools.

ARTICLE XII
BEREAVEMENT LEAVE

- Section A -** Leave due to death in the immediate family shall be five (5) days for spouse, sibling, child, mother, father, or grandchild.
- Section B -** Two (2) days for aunt, uncle, grandparent, nieces, nephews, parent in-law, brother-in-law, and sister-in-law.
- Section C -** In the event of an unusual circumstance, the employee may request additional days from the Superintendent of Schools. It shall be the discretion of the Superintendent to grant any additional days.

ARTICLE XIII
HOURS OF WORK

- Section A -** Full-time Para-Professional employees shall work six and one-half (6½) hours per day and shall receive breaks and meal periods in accordance with current practice.
- Section B -** Part-time Para-Professional employees shall work four (4) hours per day and shall receive breaks in accordance with current practice.

ARTICLE XIV
FRINGE BENEFITS

Section A - HEALTH INSURANCE:

The East Moriches School Board is presently a member of the Government Employee Health Insurance Program available under Article XI of the Civil Service Law. The Board shall provide the full cost of the Empire Plan, plus Core Enhancements.

1. All full-time employees shall receive fully paid health insurance through the District (family and individual). All part-time employees shall receive fully paid individual coverage through the District. Those part-time employees requesting family coverage shall be required to pay fifty (50%) percent of the difference between the individual and family premium.

Effective July 1, 2001 all newly hired full time employees shall contribute fifteen (15%) percent of health insurance premiums towards the payment of such benefit.

2. The District guarantees that any change in the Health Insurance Plan will result in equal or greater benefits.
3. Full-time unit members waiving coverage shall be entitled to \$4,400.00 annual waiver payment.

Section B - LIFE INSURANCE:

The Board shall provide term life insurance in the amount of twenty-thousand (\$20,000.00) dollars per full-time employee.

Section C - DENTAL PLAN:

Effective July 1, 2004, the Board shall contribute toward the premium cost of dental insurance two hundred thirty-five (\$235.00) dollars on behalf of each full-time unit member.

Section D - N.Y.S. RETIREMENT PLAN:

1. Tier III (Article 14) and Tier IV (Article 15) employees shall be covered by the same plan as all such employees are in New York State.
2. Any employee who has attained fifteen (15) or more years of services to the District and is eligible to retire under the New York State Retirement System shall receive fully paid health insurance except the retiree shall be fully responsible for any and all premium increases. Additionally, the District will provide an individual contract (a copy which is appendixes hereto) to the retired employee guaranteeing same.

ARTICLE XV
SALARIES / LONGEVITY

Section A - LONGEVITY:

10 Years -	\$1,000.00
15 Years -	\$1,200.00
20 Years. -	\$1,500.00

The above amounts shall be prorated for unit members scheduled less than four (4) hours.

ARTICLE XVI
CHILD CARE LEAVE

1. Child care leave shall be granted for birth of child, adoption of child, illness of child.
2. Child care leave may begin during a school year, provided, however, that the Superintendent of Schools is notified, if possible, by the Para-Professional one (1) month in advance of such leave, at the discretion of the Board.
3. A Para-Professional who is disabled as a result of pregnancy may elect to use her accumulated sick leave upon submission of medical certification stating the reasons for the inability of the Para-Professional to return to work. The Board may, at its discretion, direct the Board physician to confer with Para-Professional's physician to determine the nature and length of such disability.

4. In an unusual and/or emergency case, the Board, upon request of the Para-Professional, may, at its discretion, waive all of the provisions with respect to child care leave, provided, however, that the Para-Professional notifies the Superintendent of Schools of his/her intent to return earlier than previously expected and the reasons therefore.

ARTICLE XVII **LEAVE OF ABSENCE**

The Board of Education may at its discretion grant unpaid leave of absence up to one (1) year.

ARTICLE XVIII **UNION LEAVE**

The unit President, or his/her Designee, shall be granted three (3) day off without any loss of pay or other benefits for the purposes of attending UPSEU conferences.

ARTICLE XIX **NOTIFICATION**

Unit members shall be notified of changes in their assignment to be effective each September by no later than August of each year.

ARTICLE XX **JOB POSTING**

All vacancies and new positions covered by this Agreement shall be posted with as much advance notice as possible. Consideration in filling the vacancy or new position will be given to the senior employee. Part-time unit employees shall be given consideration for all full-time openings.

This does not constitute a guarantee of employment in these positions.

ARTICLE XXI **SUBSTITUTE CALLING DESIGNEE**

The unit member designated by the East Moriches School District to be the substitute calling designee shall receive an annual stipend of \$1,600.00. Such stipend shall not be added to the base salary of employee.

ARTICLE XXII
CIVIL SERVICE LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIII
DURATION

This Agreement shall be in full force and effect from July 1, 2004 to June 30, 2007.

UNITED PUBLIC SERVICE
EMPLOYEES UNION



Kevin E. Boyle, Jr., President

BOARD



Superintendent of Schools

NEGOTIATING COMMITTEE:



President
East Moriches Board of Education

APPENDIX "A"
SALARY

<u>CONTRACT YEAR</u>	<u>FULL-TIME</u>	<u>PART-TIME (per hour)</u>
July 1, 2004 - June 30, 2005 -	\$15,000.00	\$9.75
July 1, 2005 - June 30, 2006 -	\$15,500.00	\$9.75
July 1, 2006 - June 30, 2007 -	\$16,000.00	\$9.75

NEW HIRES

Full-time - First year \$500.00 less than that years salary, next year at appropriate year's salary.

Part-time - Start at current salary.